#### **COLUMBUS CONSOLIDATED GOVERNMENT**

Georgia's First Consolidated Government



#### FINANCE DEPARTMENT

PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901 P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340 706-225-4087, Fax 706-225-3033 www.columbusga.gov

Date: March 3, 2023

REQUEST FOR	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:
PROPOSALS:	LEAD-BASED PAINT/ASBESTOS & CLEARANCE
RFP No. 23-0011	TESTING SERVICES
	(ANNUAL CONTRACT)
GENERAL SCOPE	Columbus Consolidated Government is seeking proposals from qualified vendors to provide Lead-Based Paint/Asbestos & Clearance Testing Services for the housing rehabilitation (single and multi-family), rental assistance program (tenant and project-based), and supportive services/operations programs. These services will be utilized primarily by the Community Reinvestment Department on an "as needed" basis.
	The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.
SUBMISSION REQUIREMENTS	See Appendix B for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission instructions.
DUE DATE	MARCH 31, 2023 – 5:00 PM (EASTERN)
DOLDMIL	Responses must be submitted via DemandStar on or before the due date/time.
	IMPORTANT INFORMATION
ADDENDA	The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a> . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 3.

Andrea J. McCorvey, Purchasing Division Manager



## IMPORTANT INFORMATION e-Notification

The City uses the Georgia Procurement Registry enotification system. You must register with the Team
Georgia Market Place/Georgia Procurement Registry to
receive future procurement notifications via
<a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>. If you have any questions or
encounter any problems while registering, please contact
the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000 Fax: 404-657-8444

Email: <u>procurementhelp@doas.ga.gov</u>

#### STATEMENT OF "NO PROPOSAL SUBMISSION"

#### Notify the Purchasing Division if you do not intend to submit a Proposal:

Email <u>BidOpportunities@ColumbusGA.org</u> or return this form, via mail, to:

Attn: Heather Biddle, Buyer Columbus Consolidated Government Purchasing Division P. O. Box 1340 Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for <u>RFP No. 23-0011</u> for <u>Lead-Based Paint/Asbestos & Clearance Testing Services (Annual Contract)</u>, for the following reason(s):

Specifications are too "tight", i.e., geared towards one brand or manufacturer (explain below)
There is insufficient time to respond.
We do not offer this product and/or service.
We are unable to meet specifications.
We are unable to meet bond requirements.
Specifications are unclear (explain below).
We are unable to meet insurance requirements.
Other (specify below)
Comments
Commence
COMPANY NAME:
AGENT:
DATE:
EMAII.

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

#### **3-110 Competitive Sealed Proposals (Negotiations)**

#### (1) Conditions for Use

When the Purchasing Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000.00, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by <u>article 3-104</u>, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

#### A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

#### **B. Public Notice**

The public will be given adequate notice of the Request for Proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the Request. The City reserves the right to seek Request for Proposals in a shorter period, if necessary, as determined by the Purchasing Manager.

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the City's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the Internet and on the City's government access television channel.

Public Works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- -Solicitations for Specialized Equipment/Supplies
- -Solicitations for Specialized Services
- -Re-bid of Solicitations where normal advertising procedures netted no responses.
- -Whenever deemed necessary by the Purchasing Manager.

#### C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be

prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

#### **D.** Evaluation Factors

The Request for Proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

#### **E. Evaluation Process**

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. Each voting Committee member shall grade each submitted proposal based upon the evaluation criteria.

#### F. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

#### G. Award

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the Purchasing Division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

## DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

### QUESTION/CLARIFICATION FORM

Date:						
То:	Heather Bidd Email <u>BidOp</u>	lle, Buyer portunities@Columbus(	GA.org			
Re:	Lead-Based	Paint/Asbestos & Clear	rance Testing Ser	vices (Annual Con	tract); RF	P No. 23-0011
Ques date:	tions and requ	ests for clarification mu	ust be submitted a	it least five (5) bus	iness days	before the due
	From:					
		Company Name		Website		
		Representative		Email Address		
		Complete Address		City	State	Zip
		Telephone Number		Fax Number		

# COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

Columbus Consolidated Government is seeking proposals from qualified vendors to provide Lead-Based Paint/Asbestos & Clearance Testing Services for the housing rehabilitation (single and multi-family), rental assistance program (tenant and project-based), and supportive services/operations programs. These services will be utilized primarily by the Community Reinvestment Department on an "as needed" basis. However, other City Departments may utilize the services as required.

#### A. **PROPOSAL SUBMITTAL DATE:**

SEALED PROPOSALS ARE DUE: <u>MARCH 31, 2023, NO LATER THAN 5:00 PM (Eastern)</u>. Submit one electronic response via DemandStar.

After award of Contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures. The awarded vendor will receive a digital copy of the executed contract.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

#### B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

#### C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE OFFERORS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.

#### D. OUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until five business days prior to the proposal due date.

#### **E. PUBLIC INFORMATION:**

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

#### F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

#### G. <u>CONTRACT:</u>

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

#### H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

#### I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

#### J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

#### K. <u>AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:</u>

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

#### L. <u>SPECIFICATION DESCRIPTIONS:</u>

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for

the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

#### M. <u>TAXES:</u>

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

#### N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

#### O. <u>FEDERAL, STATE, LOCAL LAWS:</u>

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

#### P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. The Procurement Ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's website at <a href="https://library.municode.com/ga/columbus/codes/code\_of\_ordinances">https://library.municode.com/ga/columbus/codes/code\_of\_ordinances</a>.

#### Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

#### R. <u>HOLD HARMLESS AGREEMENT:</u>

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

#### S. <u>TERMINATION OF CONTRACT:</u>

1. **Default**: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten** (10) **days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the

Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- **2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

#### T. <u>TIME FOR CONSIDERATION</u>:

Due to the evaluation process, proposals must remain in effect for at least **180 days** after date of receipt.

#### U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

#### V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

#### W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

#### X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

#### Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

#### Z. PAYMENT TERMS:

THE CITY'S STANDARD PAYMENT TERM IS USUALLY NET 30 DAYS, AFTER SUCCESSFUL RECEIPT OF GOODS OR SERVICES. PAYMENT MAY TAKE LONGER IF INVOICE IS NOT PROPERLY DOCUMENTED OR NOT EASILY IDENTIFIABLE, GOODS/SERVICES ARE NOT ACCEPTABLE, OR INVOICE IS IN DISPUTE.

#### AA. <u>RIGHT TO PROTEST:</u>

- (1) <u>Right of Protest.</u> Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) <u>Stay of Procurement During Protests.</u> If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

#### **NOTICE TO VENDORS**

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers. Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

## GENERAL SPECIFICATIONS LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

#### I. SCOPE

Columbus Consolidated Government is seeking proposals from qualified vendors to provide Lead-Based Paint/Asbestos & Clearance Testing Services for the housing rehabilitation (single and multifamily), rental assistance program (tenant and project-based), and supportive services/operations programs. These services will be utilized primarily by the Community Reinvestment Department on an "as needed" basis. However, other City Departments may utilize the services as required.

See *Appendix A* for Detailed Specifications and Service Requirements.

#### II. TERM OF CONTRACT

**A.** The term of this contract will be for two (2) years, with an option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor(s).

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

#### **B.** Termination for Convenience

For the protection of both parties, either party giving Thirty (30) days prior notice in writing to the other party may cancel this contract.

#### III. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases). Request for price increases, without documentation, shall not be considered. Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

#### IV. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability,

or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

#### V. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <a href="https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf">https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf</a>. A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

#### VI. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached Insurance Checklist. The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as, list the applicable project or annual contract name, and/or solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

#### VII. PROPOSAL SUBMISSION REQUIREMENTS

Responses must be submitted via DemandStar. See <u>Appendix B</u> for information and instructions on how to register and submit proposals through DemandStar.

Firms should submit proposals that address each of the sections specified below. With the exception of the E-Verify Affidavit, the form titled "Communication Concerning This Solicitation", and the proposed cost, fees, etc., the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days after notification to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

#### **Section 1: Transmittal Letter**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email address of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 180 days from the proposal date. An authorized agent of the business must sign the transmittal letter.

#### Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 1)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; **failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** To access your E-Verify Company Identification Number, see <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a>.

#### Section 3: Communication Concerning This Solicitation (Form 2)

Complete the form titled Communication Concerning This Solicitation.

#### **Section 4:** Federal Compliance (*Form 3*)

In the event purchases from this contract are Federally funded, vendors are required to complete Form 3 – Federal Compliance.

#### Section 5: Addenda Acknowledgement (Form 4)

Use indicated form to acknowledge receipt for all addenda (if any). Addenda will be posted at: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

#### **Section 6:** Exceptions to the RFP

- A. List <u>ANY AND ALL</u> exceptions to the RFP specifications in this section of proposal submission. Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award. Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendor's shall be notified in writing if exceptions are not acceptable. <u>PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.</u>
- **B.** <u>VENDOR AGREEMENT/CONTRACT FORM</u>: Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- **C.** If there are no exceptions, vendor must include a statement for this Section stating the following: **No Exceptions.**

#### **Section 7: Qualifications & Experience**

Address in detail the firm's ability and experience to qualify as a "responsible, responsive offeror" by providing responses to the following:

A. Address in detail the firm's ability and experience in the provision of the services described in the RFP.

- B. Provide resumes of key personnel who will be assigned to the contract, including copies of all licenses and/or certifications. Certificates for all assigned personnel certified in lead-based paint and asbestos risk assessor/inspector must be included with proposal.
- C. Provide proof of Georgia Certificate of Lead-Based Paint Activities.

#### Section 8: Client Work History (Form 5)

Use indicated form to provide a minimum of five (5) references for whom the firm has provided similar services. Include entity name, contact person, telephone, email and complete address.

#### **Section 9: Service Plan**

Provide a written narrative that demonstrates the method or manner in which the offeror proposes to satisfy the requirements described herein. Address the methods used to eliminate or reduce lead-based paint and asbestos hazards.

#### Section 10: Cost Proposal (Form 6)

Use indicated form to delineate unit pricing for services identified in this RFP.

#### **Section 11:** Contract Signature Page (*Form 7*)

City officials will sign the copies after Columbus Council approves the contract award with the successful firm (*see note below*). Per the General Provisions, page 11, Item X, the final contract document shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendor(s) response; 4) Awarded Vendor(s) clarifications; 5) Negotiated components; and 6) Awarded Vendor(s) Business Requirements.

Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures.

#### **Section 12:** Business Requirements

- 1. Provide Insurance Checklist (Form 8) or Certificate of Insurance
- 2. **Page 1** of form W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)
- 3. Provide a current <u>copy</u> of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

#### VIII. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria		Weight
A.	Qualifications & Experience	40%
B.	Service Plan	40%

C.	Client Work History	15%
D.	Cost Proposal*	5%

<sup>\*</sup>The Cost Proposal is subject to negotiation.

Each of the above criteria (A - D) will be given a rating by each member of the Evaluation Committee. The ratings are as follows:

Description	Value
<b>Poor</b> = Is not qualified.	20 Points
<b>Marginal</b> = Is minimally qualified but one or more area is lacking in some essential aspect.	40 Points
<b>Adequate</b> = Is qualified and is generally capable of achieving the objectives of this RFP.	60 Points
<b>Good</b> = Is more than qualified and exceeds in some areas.	80 Points
<b>Excellent</b> = Is fully qualified and exceeds in several or more areas.	100 Points

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Proponents will be ranked in descending order of numerical predominance.

#### **APPENDIX A**

## DETAILED SPECIFICATIONS AND SERVICE REQUIREMENTS LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

#### I. SCOPE

Columbus Consolidated Government is seeking proposals from qualified vendors to provide Lead-Based Paint/Asbestos & Clearance Testing Services for the housing rehabilitation (single and multi-family), rental assistance program (tenant and project-based), and supportive services/operations programs. These services will be utilized primarily by the Community Reinvestment Department on an "as needed" basis. However, other City Departments may utilize the services as required.

#### II. REQUIRED SERVICES

The contractor(s) shall provide all necessary labor, supervision, and materials required to perform thorough services of structures, which may contain lead-based paint as stated in *ATTACHEMENT A – Chapter 391-3-24-Lead-Based Paint Hazard Management*, which is posted: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. The information is available on the **Rules and Regulations of the State of Georgia** website: <a href="https://rules.sos.ga.gov/gac/391-3-24">https://rules.sos.ga.gov/gac/391-3-24</a>.

Services will be requested on an "as needed" basis.

The contractor(s) shall perform the following services:

- **A.** Thoroughly inspect and test each structure, at the request of the City, to provide a written and visual assessment report and cost estimate for lead-based paint testing or asbestos.
- **B.** Prepare the Written & Visual Lead-Based Paint and/or Asbestos Assessment Reports. The Contractor(s) shall be able to provide the Community Reinvestment Department with thorough written report and cost analysis for each structure tested.

### III. QUALIFICATIONS OF THE LEAD-BASED PAINT AND ASBESTOS RISK ASSESSOR/INSPECTOR

#### A. Qualifications:

The Lead-Based Paint and Asbestos Risk Assessor Inspector must have all certifications and licensing from the State of Georgia. All personnel must be state certified at the time proposal is submitted.

#### 1. Requirements:

- State of Georgia Certified Lead-Based Paint Activities Firm
- State of Georgia Lead-Based Paint and Asbestos Inspector/Risk Assessor, Lead Hazards Certification
- Insurance (Workman Compensation, Auto & General Liability)

#### **B.** Equal Employment Opportunity:

During the performance of this contract:

- 1. The Contractor(s) will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, gender identity or national origin. The Contractor(s) will take affirmative action to ensure that applicants are employed, and employees are treated fairly during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting further the provisions of this nondiscrimination clause.
- 2. The Contractor(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s), state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, gender identity or national origin.

#### C. Assignment:

The Lead-Based Paint & Asbestos Risk Assessor/Inspector's rights, obligations, and duties under this contract shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due under this contract to a bank or financial institution. This contract may be assigned by the City to any corporation, agency, or instrumentality having authority to accept the assignment.

#### **D.** Subcontracting:

None of the work or services covered by this contract shall be subcontracted.

#### E. Records:

The Contractor(s) shall maintain records of all details with respect to the services to be performed under this contract, including one complete copy of each scope of work report, cost estimate and related notes, for one (1) year after delivering the report.

#### F. Affidavits of Compliance:

The Contractor(s), if requested by the City, shall furnish the City affidavits certifying compliance with the provisions of this RFP.

#### IV. ERRORS AND OMMISSIONS

If, due to an error or omission in the scope of this contract, a particular process or responsibility is omitted, it shall be the responsibility of the contractor to bring the omission to the attention of the City.

## CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (numerical, 4-7 digits)  **See https://e-verify.uscis.gov/emp/vislogin.aspx Identification Number.	x?JS=YES	Date of A to access			Company
Name of Contractor					
Lead-Based Paint/Asbestos & Clearance Testing S Name of Project	Services (Aı	nnual Conti	ract); F	RFP No. 23	3-001 <u>1</u>
<b>Columbus Consolidated Government</b>					
Name of Public Employer					
I hereby declare under penalty of perjury that the for	regoing is tru	e and correc	et.		
Executed on,, 20 in _			(city	y),	(state).
Signature of Authorized Officer or Agent					
Printed Name and Title of Authorized Officer or Age	ent				
Subscribed and sworn before n	ne on this th	e day of	·		, 20
				NOTAL	RY PUBLIC
			Му	v Commissi	ion Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

#### COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:	
Print Name of Authorized Agent:	
Signature of Authorized Agent:	

#### FEDERAL COMPLIANCE

In the event a procurement under this contract is federally funded, the Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. The Contractor will be notified if the procurement is federally funded.

With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200**, **Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
- (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.),
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (1) Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15;
- (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a;
- (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163).**

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name:	
Signature of Authorized Agent:	
Print Name and Title of above Agent:	

#### ADDENDA ACKNOWLEDGEMENT LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the page to check for addenda, *both before the due date and prior to submitting a response in DemandStar*.

#### IF ADDENDA WERE ISSUED:

dated

Addendum No.

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms (if any):

Addendum No.

dated

<u> </u>	<u> </u>					
Addendum No dated	Addendum No	dated				
Addendum No dated	Addendum No	dated				
Addendum No dated	Addendum No	dated				
Addendum No dated	Addendum No	dated				
IF NO ADDENDA WERE ISSUED:  By signing below, I acknowledge that I reviewed the Bid Opportunities page referenced above on and did not see any addenda listed for this solicitation.						
Business Name	Date					
Authorized Signature Print Na	ame					

## CLIENT WORK HISTORY LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

Provide at least five (5) clients for whom the firm has provided same or similar services. Include company name, contract amount, contact name, address, phone number, email address, date contract began and length of contract.

	Company Name:	Contract Amount:		
		Start Date:	End Date:	
		Contact:		
	Address:	Telephone:		
1.		Email:		
	Description of services:			
	Company Name:	Contract Amount:		
		Start Date: I	End Date:	
	L	Contact:		
2.	<u> </u>	Telephone:		
		Email:		
	Description of services:			
	Company Name:	Contract Amount:		
		Start Date:	End Date:	
	Address:	Contact:		
3.		Telephone:		
		Email:		
	Description of services:			

	Company Name:	Contract Amount:			
		Start Date:	End Date:		
	Address:	Contact:			
		Telephone:			
4.		Email:			
	Description of services:	·			
	Company Name:	Contract Amount:			
		Start Date:	End Date:		
	Address:	Contact:			
		Telephone:			
5.		Email:			
	Description of services:				
	Commence Name				
	Company Name:				
	Authorized Signature:				
	Print Name	Title of Authorized Signatory			

## COST PROPOSAL LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

We, the undersigned have examined all specifications and agree to furnish all necessary labor, materials, tools and equipment and will perform said work in the manner specified. Our cost proposal is as follows:

Cost proposal to be based on an estimated 1,200 square-foot home				
1a.	Lead-Based Paint Inspection w/ Report	\$	Per sq ft/structure	
1b.	Asbestos Inspection w/ Report	\$	per sq ft/per structure	
1c.	Lead-Based Paint and Asbestos Inspection	\$	per sq ft/per structure	
2.	Lead-Based Paint or Asbestos Written & Visual Assessment w/Report and Cost Estimate	\$	per report	
3.	Lead-Based Paint or Asbestos Clearance w/ Report	\$	per single-family unit	
		\$	per multi-family unit	

Proposer shall delineate, on a separate sheet of paper any additional costs associated with these services.

Lead-Based Paint Testing and Asbestos Risk Assessor/Inspector Services shall be completed within **twenty (20) days** after notification.

Written & Visual Assessment Reports will be completed within **ten** (10) **days** following the inspection and assessment for rehabilitative structures.

Clearance exam within **two (2) days** following completion of testing.

Written Assessment will be completed within ten (10) days following clearance inspection.

Company Name:	
Authorized Signature:	
Print Name	Title of Authorized Signatory

## CONTRACT SIGNATURE PAGE LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

	By:
	By:
(Corporate seal, if applicable)	
	Print Name and Title of Signatory
	Company Name
Company Ordering Address	Company Payment Address
Contact:	Contact:
Contact Email	Contact Email
TelephoneFax	Telephone:Fax
CONSOLIDATED GOV  Accepted this day of20	VERNMENT OF COLUMBUS, GEORGIA  ———————————————————————————————————
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Sandra	T. Davis, Clerk of Council

#### INSURANCE CHECKLIST

## LEAD-BASED PAINT/ASBESTOS & CLEARANCE TESTING SERVICES (ANNUAL CONTRACT) RFP No. 23-0011

### CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits	Bidders
<b>T</b> 7	1 W 1 1 C 2 1	(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	
	Employer's Liability	REQUIREMENTS	
<b>3</b> 7	Comprehensive General Liability	φ1 M'11' CGI DI/DD 1	
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	
v	2. Independent Contractors and	aggregate	
X	3. Independent Contractors and	\$1 Million CSL BI/PD each	
	Sub - Contractors	occurrence, \$1 Million annual	
	4 Duo divoto I inhility	aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
	5 Completed Operations	aggregate \$1 Million CSL BI/PD each	
	5. Completed Operations		
		occurrence, \$1 Million annual	
v	6 Controctual Linkility (Must be	aggregate	
X	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
	Automobile Liability	aggregate	
X	7. *Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
Λ	Vehicles/ Employer non ownership	Uninsured Motorist	
	Others	Chinistica Motorist	
	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions	\$1 without per occurrence/eraini	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
1	7. Official Excess Elability	Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability Liability	Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond	•	
	17. Builder's Risk	Provide Coverage in the full	
		amount of contract	

Required Coverage(s)		Limits	Bidders
		(Figures denote minimums)	Limits/Response
	18. XCU (Explosive, Collapse,		
	Underground) Coverage		
	19. USL&H (Long Shore Harbor		
	Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment	\$2 Million per occurrence/claim	
	Liability		
X	22. Carrier Rating shall be Best's Rati	ing of A-VII or its equivalents	
X	23. Notice of Cancellation, non-renew		
	shall be provided to City at least 30 da		
X	24. The City shall be named Addition		
X	25. Certificate of Insurance shall show		
	and Bid Title (Lead-Based Paint/Asber	stos & Clearance Testing)	
	26. Pollution:	\$2 Million per occurrence/claim	

<sup>\*</sup>If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

#### **BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements.
VENDOR NAME:
PRINT NAME AND TITLE OF AUTHORIZED AGENT:
SIGNATURE OF AUTHORIZED AGENT:

#### **APPENDIX B**

## DEMANDSTAR SUBMISSION INFORMATION

Responses must be submitted via DemandStar. See following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at <a href="https://www.columbusga.gov/finance-2/Bid-Tabulations">https://www.columbusga.gov/finance-2/Bid-Tabulations</a>.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

## <u>ELECTRONIC PROPOSAL SUBMISSION CHECKLIST</u> Lead-Based Paint/Asbestos & Clearance Testing Services

Please submit your electronic response as indicated below:

#### **IMPORTANT NOTICE:**

- 1. Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL Documents" function.
- 2. Zip files with multiple files are not acceptable; vendors shall submit one PDF file of their submittal.

Due to file size limitations, please *do not resend* the City's full specifications document (RFP) as this information is already on file.

3. In the event DemandStar requires a dollar value for your submittal, enter "0".

**Business License** 

1.	TRANSMITTAL LETTER
2.	AFFIDAVIT FOR E-VERIFY/GSICA (FORM 1)
3.	COMMUNICATION CONCERNING THIS SOLICITATION (FORM 2)
4.	FEDERAL COMPLIANCE (FORM 3)
5.	ADDENDA ACKNOWLEDGEMENT (FORM 4)
6.	EXCEPTIONS TO THE RFP
7.	QUALIFICATIONS & EXPERIENCE
8.	CLIENT WORK HISTORY (FORM 5)
9.	SERVICE PLAN
10.	COST PROPOSAL (FORM 6)
11.	CONTRACT SIGNATURE PAGE (FORM 7)
12.	BUSINESS REQUIREMENTS
	<ul> <li>Insurance Checklist (Form 8)</li> </ul>
	<ul> <li>Page 1 of Form W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)</li> </ul>

After award of Contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures. The awarded vendor will receive a digital copy of the executed contract.

### Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the forms and documents you need in one place
- · Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

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Go to:

https://www.demandstar.com/registration

Create an Account with De	emanuətar
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You are one step away from picking your free government agency

#### **Email Address**

Your email address here

#### Company Name

Your company name here

I accept the DemandStar Terms of Use and Privacy Policy

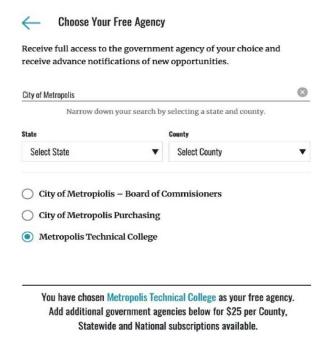
Next



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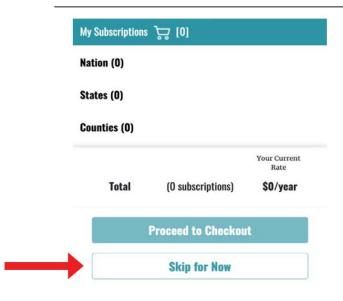
#### 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



#### **3 CHECK OUT**

Check out with your **FREE AGENCY**Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



**SIGN UP** 

Visit www.demandstar.com



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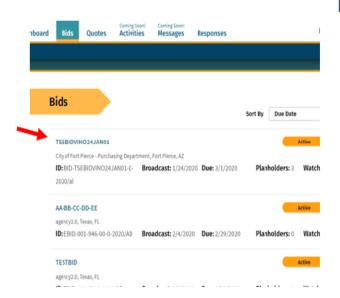
# Responding to an Electronic Bid

5 Step Instructions

### Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name

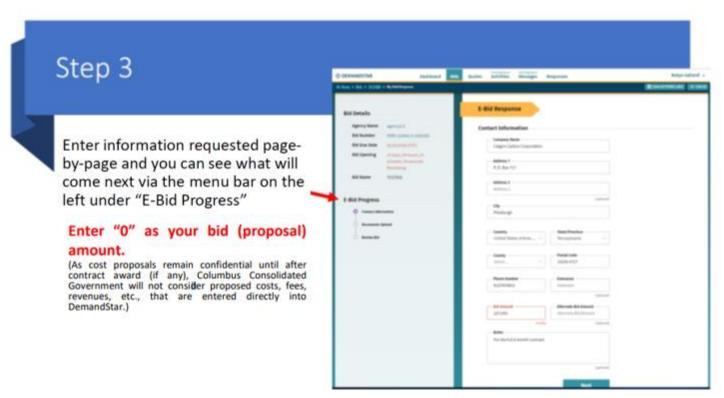


### Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

 When you are ready to submit your bid, click on "Submit E-Bid Proposal"





### Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

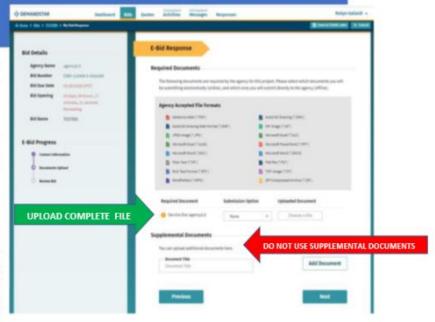
Create one (1) file containing <u>only</u> the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please <u>do not</u> include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web

https://www.columbusga.gov/finance/purchasi ng/docs/opportunities/Bid Opportunities.htm.



### Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

